



# NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

JUL 2 10 10 AM '79

I.C.C.  
FEE OPERATION BR.

June 28, 1979

No. 9-103AC14

Date JUL 2 1979

Fee \$20.00

RECORDATION NO. 9927-2121 Filed 1425

JUL 2 1979-10 15 AM

ICC Washington, D. C.

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423  
INTERSTATE COMMERCE COMMISSION

RE: Section 11303 Filing: Supplementary Rider No. 8  
dated as of April 3, 1979 ("Lease") to Car Leasing  
Agreement 0906 between North American Car Corporation  
("Lessor") and Benson-Quinn Company ("Lessee")  
in supplement of the Bailment Agreement and Assignment  
of Leases ("Assignment of Leases") dated as of December  
16, 1978, between Lessor and General Electric Credit  
and Leasing Corporation ("Assignee").

*This one  
should be  
9927-UV*

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate  
Commerce Act is one executed counterpart and four certified  
true copies of the above described supplementary Lease,  
between Lessor, 222 South Riverside Plaza, Chicago, Illinois  
and Lessee, 1075 Grain Exchange Building, Minneapolis,  
Minnesota 55415 and assigned to Assignee, P.O. Box 8300, 260  
Long Ridge Road, Stamford, Connecticut 06904. The Assignment  
of Leases was recorded with the Interstate Commerce Commission  
at 11:20 a.m. on December 20, 1978, under Document No. 9927.

Under the Lease and the Assignment of Leases the Lessor  
leases the cars described therein to the Lessee and assigns  
such lease to the Assignee under and in accordance with the  
Assignment of Leases.

Under the Assignment of Leases, Lessor agrees to hold,  
lease, maintain and perform certain administrative and other  
services with respect to the equipment covered by such Lease  
(which equipment has been or is to be sold to Assignee) and  
assigns, transfers and sets over unto Assignee all of  
Lessor's right, title and interest, powers, privileges and  
other benefits in, but not its obligations under, the Lease  
together with all amounts which may be received or credited  
to the account of Lessor in respect of mileage compensation  
from railroads using the equipment leased under such Lease  
or any other sums received by or payable to Lessor from  
parties other than the Lessee with respect thereto, all in  
accordance with the Lease and the Assignment of Leases.

*Counterpart of [Signature]*

**RAILCAR LEASING GROUP**

Secretary  
Interstate Commerce Commission  
June 28, 1979  
Page Two

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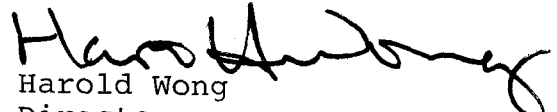
Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for the Lease and a \$10.00 fee for requested cross indexing below.

Pursuant to the Commission's rules and regulations for the recording of documents under Section 11303 of the Interstate Commerce Act you are hereby requested to duly file two of each of the enclosed certified, true copies for record in your office and to return the executed counterpart and the extra certified, true copies together with the Secretary's Certificate of Recording, to the messenger making this delivery.

Please cross index this filing against the name of the Lessee, Benson-Quinn Company.

If you have any questions, please contact me.

Very truly yours,

  
Harold Wong  
Director  
Railcar Administrative Services

enclosure

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

7/2/79

**OFFICE OF THE SECRETARY**

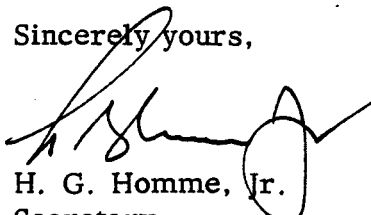
Harold Wong  
North American Car Corp.  
222 South Riverside Plaza  
Chicago, Illinois 60606

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C.

11303, on 7/2/79 at 10:15am , and assigned re-cordation number(s). 9927-UU, 9927-VV, 9927-WW, 9927-XX, 9927-YY, 9927-ZZ  
9927-AAA

Sincerely yours,

  
H. G. Homme, Jr.  
Secretary

Enclosure(s)

SE-30  
(3/79)

RECORDATION NO. 9927-221 Filed 1425

JUL 2 1979 -10 15 AM

C E R T I F I C A T E

INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 8 to Car Leasing Agreement 0906 between North American Car Corporation and Benson-Quinn Company dated April 3, 1979, to the original of such Rider and that this copy is a true and correct copy in all respects.

*Dikra A. Kelly*

(SEAL)

My Commission Expires 2-23-83.

*ICC file copy*

*9927-00*

RIDER NO. 8  
Forming Part of  
NORTH AMERICAN CAR CORPORATION  
CAR LEASING AGREEMENT 0906

This rider ("Rider") and the above Car Leasing Agreement constitute a separate agreement ("Agreement") which, together with all rights under the Agreement, may be assigned as security or otherwise. No subsequent amendment to the Agreement shall be effective against any assignee hereof. The cars described herein shall be subject to the terms and conditions of the Agreement and this Rider during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
Fifty (50)	4750 cubic foot capacity covered hopper cars, for shipment of Grain (NANX 480850 thru 480899)	\$435.00

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee.

For each mile in excess of  $\frac{30,000 \times \text{days in service}}{365}$  that each car covered by this Rider travels in a calendar year, there will be an additional charge of \$0.02.

In the event that during the term hereof, the U. S. Department of Transportation, or any other governmental agency or non-governmental organization having jurisdiction over the operation, safety or use of railroad equipment, requires that North American add, modify or in any manner adjust the cars subject to this lease in order to qualify them for operation in railroad interchange, Lessee agrees to pay an additional monthly charge of \$1.75 per car for each \$100 expended by North American on such car, effective as of the date the car is released from the shop after application of such additions, modifications or adjustments (hereinafter the "Modifications"). No rental credits will be issued on cars entering the shop for any Modification for the first thirty days. In the event North American in its sole discretion determines prior to making any Modification that the cost thereof is not economical to expend in view of the estimated remaining useful life of such car, and North American elects to permanently remove such car from Lessee's service rather than have such car taken to a car shop for such Modification, the rental with respect to such car shall terminate upon the date specified in writing by North American, provided that such date must be prior to the date the Modification is so required to be made.

The term of use of the cars hereinabove described shall commence on the date of delivery thereof to Lessee, and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

Dated this 3rd day of April, 1979.

ATTEST:

James M. J. [Signature]  
Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By [Signature]

Sr. Vice President

BENSON-QUINN COMPANY

ATTEST:

Arthur E. [Signature]  
Secretary

By [Signature]

President

"This Lease is a COUNTERPART ORIGINAL. No assignment of or security interest in, this Lease may be created or effected except by the transfer of possession of the copy marked "ORIGINAL."

CAR LEASING AGREEMENT 0906  
RIDER NO. 8

State of Illinois )  
 ) SS:  
County of Cook )

On this 11<sup>th</sup> day of April, 1977, before me personally appeared W. R. Platt, to me personally known, who, being by me duly sworn, says that he is Assistant Secretary of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Henry Catalano  
Notary Public  
My Commission expires 6-30-79

(Notarial Seal)

State of MINN. ss: )  
County of Ramsey )

On this 24th day of April, 1979, before me personally appeared Rupert G. Quinn, to me personally known, who, being by me duly sworn, says that he is the President of Benson-Quinn Company, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public  
My Commission expires Feb 9, 1984

(Notarial Seal)

